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10 **POLICE DEPARTMENT**

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 **MAHMOUD ZATTREH**,
14 Plaintiff,

15 vs.

16 **LOS ANGELES POLICE**
17 **DEPARTMENT; OFFICER DOE 1 and**
18 **DOES 2 to 100, INCLUSIVE**,
19 Defendants.

Case No.: **CV19-00597-MWF-(AFMx)**
Hon. Michael W. Fitzgerald, Ctrm 5A, 5th Fl.
Mag. Alexander F. MacKinnon, Ctrm 780, 7th Fl.

~~[PROPOSED]~~ PROTECTIVE
ORDER

[Filed concurrently with Stipulated
Protective Order]

20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,
23 proprietary or private information for which special protection from public disclosure
24 and from use for any purpose other than prosecuting this litigation maybe warranted.
25 Accordingly, the parties hereby stipulate to and petition the Court to only to the
26 limited information or items that are entitled to confidential treatment under the
27 applicable legal principles.
28

1 B. GOOD CAUSE STATEMENT

2 This action involves the City of Los Angeles and the Los Angeles Police
3 Department (“Defendants”). Plaintiff seeks materials and information that
4 Defendants maintain as confidential, such as video recordings, audio recordings, and
5 information and other materials currently in the possession of Defendants and which
6 Defendants believe need special protection from public disclosure and from use for
7 any purpose other than prosecuting this litigation.

8 Defendants assert that the confidentiality of the materials and information
9 sought by Plaintiffs is recognized by California and federal law, as evidenced inter
10 alia by California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for*
11 *N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff’d*, 426 U.S. 394 (1976). The City
12 has not publicly released the materials and information referenced above except
13 under protective order or pursuant to a court order, if at all. These materials and
14 information are of the type that have been used to initiate disciplinary action against
15 Los Angeles Police Department (“LAPD”) officers, and has been used as evidence
16 in disciplinary proceedings, where the officers’ conduct was considered to be
17 contrary to LAPD policy.

18 Defendants contend that absent a protective order delineating the
19 responsibilities of nondisclosure on the part of the parties hereto, there is a specific
20 risk of unnecessary and undue disclosure by one or more of the many attorneys,
21 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well
22 as the corollary risk of embarrassment, harassment as well as professional, physical
23 and legal harm on the part of the LAPD officers referenced in the materials and
24 information.

25 Defendants also contend that the unfettered disclosure of the materials and
26 information, absent a protective order, would allow the media to share this
27 information with potential jurors in the area, impacting the rights of the Defendants
28 herein to receive a fair trial.

1 Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation for
5 and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this
7 matter. It is the intent of the parties that information will not be designated as
8 confidential for tactical reasons and that nothing be so designated without a good
9 faith belief that it has been maintained in a confidential, non-public manner, and there
10 is good cause why it should not be part of the public record of this case.

11
12 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
13 SEAL

14 The parties further acknowledge, as set forth in Section 12.3, below, that this
15 Stipulated Protective Order does not entitle them to file confidential information
16 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
17 and the standards that will be applied when a party seeks permission from the court
18 to file material under seal.

19 There is a strong presumption that the public has a right of access to judicial
20 proceedings and records in civil cases. In connection with non-dispositive motions,
21 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
22 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
23 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
24 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
25 require good cause showing), and a specific showing of good cause or compelling
26 reasons with proper evidentiary support and legal justification, must be made with
27 respect to Protected Material that a party seeks to file under seal. The parties' mere
28 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—

1 without the submission of competent evidence by declaration, establishing that the
2 material sought to be filed under seal qualifies as confidential, privileged, or
3 otherwise protectable—constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial, then
5 compelling reasons, not only good cause, for the sealing must be shown, and the
6 relief sought shall be narrowly tailored to serve the specific interest to be protected.
7 *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
8 each item or type of information, document, or thing sought to be filed or introduced
9 under seal in connection with a dispositive motion or trial, the party seeking protection
10 must articulate compelling reasons, supported by specific facts and legal justification,
11 for the requested sealing order. Again, competent evidence supporting the application
12 to file documents under seal must be provided by declaration. Any document that is
13 not confidential, privileged, or otherwise protectable in its entirety will not be filed
14 under seal if the confidential portions can be redacted. If documents can be redacted,
15 then a redacted version for public viewing, omitting only the confidential, privileged,
16 or otherwise protectable portions of the document, shall be filed. Any application that
17 seeks to file documents under seal in their entirety should include an explanation of
18 why redaction is not feasible.

19 20 2. DEFINITIONS

21 2.1 Action: this pending federal lawsuit.

22 2.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
27 the Good Cause Statement. This also includes (1) any information copied or extracted
28 from the Confidential information; (2) all copies, excerpts, summaries or compilations

1 of Confidential information; and (3) any testimony, conversations, or presentations
2 that might reveal Confidential information.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association or
19 other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action and
22 have appeared in this Action on behalf of that party or are affiliated with a law firm
23 that has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.
15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Once a case proceeds to trial, information that was designated as
19 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
20 as an exhibit at trial becomes public and will be presumptively available to all
21 members of the public, including the press, unless compelling reasons supported by
22 specific factual findings to proceed otherwise are made to the trial judge in advance
23 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
24 showing for sealing documents produced in discovery from “compelling reasons”
25 standard when merits-related documents are part of court record). Accordingly, the
26 terms of this protective order do not extend beyond the commencement of the trial.

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection.

1 Each Party or Non-Party that designates information or items for protection
2 under this Order must take care to limit any such designation to specific material that
3 qualifies under the appropriate standards. The Designating Party must designate for
4 protection only those parts of material, documents, items or oral or written
5 communications that qualify so that other portions of the material, documents, items
6 or communications for which protection is not warranted are not swept unjustifiably
7 within the ambit of this Order. Mass, indiscriminate or routinized designations are
8 prohibited. Designations that are shown to be clearly unjustified or that have been
9 made for an improper purpose (e.g., to unnecessarily encumber the case development
10 process or to impose unnecessary expenses and burdens on other parties) may expose
11 the Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations.

16 Except as otherwise provided in this Order (see, e.g., second paragraph of
17 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
18 Material that qualifies for protection under this Order must be clearly so designated
19 before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
25 contains protected material. If only a portion of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected portion(s)
27 (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes original documents available for inspection

1 need not designate them for protection until after the inspecting Party has indicated
2 which documents it would like copied and produced. During the inspection and
3 before the designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
5 documents it wants copied and produced, the Producing Party must determine which
6 documents, or portions thereof, qualify for protection under this Order. Then,
7 before producing the specified documents, the Producing Party must affix the
8 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
9 portion of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making appropriate markings
11 in the margins).

12 (b) for testimony given in depositions that the Designating Party
13 identifies the Disclosure or Discovery Material on the record, before the close of the
14 deposition all protected testimony.

15 (c) for information produced in some form other than documentary and
16 for any other tangible items, that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information is stored the
18 legend “CONFIDENTIAL.” If only a portion or portions of the information
19 warrants protection, the Producing Party, to the extent practicable, shall identify the
20 protected portion(s).

21 5.3 Inadvertent Failures to Designate.

22 If timely corrected, an inadvertent failure to designate qualified information or
23 items does not, standing alone, waive
24 the Designating Party’s right to secure protection under this Order for such material.
25 Upon timely correction of a designation, the Receiving Party must make reasonable
26 efforts to assure that the material is treated in accordance with the provisions of this
27 Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2
3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37-1 et seq.

8 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
9 joint stipulation pursuant to Local Rule 37-2.

10 6.4 The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
13 parties) may expose the Challenging Party to sanctions. Unless the Designating
14 Party has waived or withdrawn the confidentiality designation, all parties shall
15 continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on the
17 challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19
20 7.1 Basic Principles. A Receiving Party may use Protected Material
21 that is disclosed or produced by another Party or by a Non-Party in connection with
22 this Action only for prosecuting, defending or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of section 13 below (FINAL
26 DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
3 otherwise ordered by the court or permitted in writing by the Designating Party, a
4 Receiving Party may disclose any information or item designated
5 “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
7 well as employees of said Outside Counsel of Record to whom it is reasonably
8 necessary to disclose the information for this Action;

9 (b) the officers, directors, and employees (including House Counsel) of
10 the Receiving Party to whom disclosure is reasonably necessary for this Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses, in
22 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
23 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
24 will not be permitted to keep any confidential information unless they sign the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material may
28 be separately bound by the court reporter and may not be disclosed to anyone except

1 as permitted under this Stipulated Protective Order; and

2 (i) any mediator or settlement officer, and their supporting personnel,
3 mutually agreed upon by any of the parties engaged in settlement discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order
12 to issue in the other litigation that some or all of the material covered by the
13 subpoena or order is subject to this Protective Order. Such notification shall include
14 a copy of this Stipulated Protective Order; and (c) cooperate with respect to all
15 reasonable procedures sought to be pursued by the Designating Party whose Protected
16 Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” before a determination by the court from which the
20 subpoena or order issued, unless the Party has obtained the Designating Party’s
21 permission. The Designating Party shall bear the burden and expense of seeking
22 protection in that court of its confidential material and nothing in these provisions
23 should be construed as authorizing or encouraging a Receiving Party in this Action
24 to disobey a lawful directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-
9 Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within
17 14 days of receiving the notice and accompanying information, the Receiving Party
18 may produce the Non-Party's confidential information responsive to the discovery
19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
20 not produce any information in its possession or control that is subject to the
21 confidentiality agreement with the Non-Party before a determination by the court.
22 Absent a court order to the contrary, the Non-Party shall bear the burden and
23 expense of seeking protection in this court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order,
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
11 procedure may be established in an e-discovery order that provides for production
12 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
13 (e), insofar as the parties reach an agreement on the effect of disclosure of a
14 communication or information covered by the attorney-client privilege or work
15 product protection, the parties may incorporate their agreement in the stipulated
16 protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order, no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Local Civil Rule 79-5. Protected Material
27 may only be filed under seal pursuant to a court order authorizing the sealing of the
28 specific Protected Material at issue. If a Party’s request to file Protected Material

1 under seal is denied by the court, then the Receiving Party may file the information
2 in the public record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must return
6 all Protected Material to the Producing Party or destroy such material. As used in
7 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not the same
11 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
12 (by category, where appropriate) all the Protected Material that was returned or
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,
14 abstracts, compilations, summaries or any other format reproducing or capturing any
15 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
16 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
18 reports, attorney work product, and consultant and expert work product, even if such
19 materials contain Protected Material. Any such archival copies that contain or
20 constitute Protected Material remain subject to this Protective Order as set forth in
21 Section 4 (DURATION).

22 14. VIOLATION

23 Any violation of this Order may be punished by appropriate measures including,
24 without limitation, contempt proceedings and/or monetary sanctions.

25
26 DATED: 7/17/2019



27 **ALEXANDER F. MacKINNON**
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of MAHMOUD ZATTREH v. LOS ANGELES POLICE
DEPARTMENT, et. al., Case No.: CV19-00597-MWF-(AFMx)

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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